



NGA-NASA Commercial Very-High Resolution Satellite Data Use Agreement

This Agreement is entered into on _____ by _____
(date) (name)

with the understanding that the commercial very-high resolution satellite data provided by NASA for use in the NASA-funded project identified below falls within the National Geospatial-Intelligence Agency's Nextview License Agreement. By signing this agreement you agree to adhere to the terms of the license and conditions below.

Data use guidance:

1. The data covered under the Nextview License are data that have been collected by Digital Globe and/or GeoEye under the EnhancedView contract and its predecessors (Clearview and Nextview) by the National Geospatial-Intelligence Agency.
2. The Nextview Licensed imagery acquired and used under this agreement will be used only for the project identified below. Use outside this stated purpose may result in loss of access to the data and/or legal recourse on the part of the Copyright holder of the data.
3. The raw data will not be made available to the public, will not be placed on publically available web sites, and the best reasonable efforts will be made to ensure that all data are not released or distributed outside the scope of the NASA-funded project identified below.
4. Reduced-resolution jpeg images can be published in academic and professional media. However, published commercial very-high resolution satellite data cannot be manipulatable in any manner (i.e, they must be so-called "dumb jpegs").
5. There can be no commercial use or gain from either use of the commercial very-high resolution satellite data provided or from publications describing these data.

Signature

Date

NASA Project Name



NGA-NASA Commercial Very-High Resolution Satellite Data Use Agreement

This Agreement is between _____ and the National Aeronautics and Space Administration (NASA), Goddard Space Flight Center, with the understanding that the commercial very high resolution satellite data provided by NASA for use in the NASA project identified below falls within the terms of the National Geospatial-Intelligence Agency's Nextview License Agreement (attached). By receiving data under this agreement you agree to adhere to the end-use of the data:

1. The data covered herein are data that have been collected by Digital Globe and/or GeoEye programs under the EnhancedView program including predecessors (Clearview and Nextview) by the National Geospatial-Intelligence Agency.
2. The Nextview Licensed Imagery data will be used only for the project outlined below. These data are not in the public domain and nothing in this agreement shall be construed as making the data available to the public.
3. The data will not be made available to the public and will not be placed on publicly available web sites. The data shall be only released only in performance of the below named NASA project to employees and contractors necessary for the performance of the NASA project. There shall be no further release, distribution, dissemination or publication of the data by recipient except as authorized by this Agreement.
4. Reduced resolution jpeg images may be published in academic and professional media. However, any published data may not be manipulatable in any manner (i.e. data must be low resolution "dumb jpegs.")
5. There is to be no commercial use or gain from either the use of the data or from publications describing the data.

Executed on Behalf of RECIPIENT by:

Name (printed or typed)

Signature

Date

Name of RECIPIENT organization: _____

Address: _____

City/State/Zip: _____

NASA Project Name _____



High Level description of how data will be used for science:

Authorized Civil Servant granting permission to access NGA data:

Name: _____

Signature: _____ Date: _____

| | | | |
|-----------------------------------|--|--------------------------------|--|
| -- INTERNAL USE ONLY -- | | | |
| Location/Coverage: | | | |
| Total Size of Data: | | Access / Delivery Date: | |
| Access / Delivery Location | | | |

NEXTVIEW IMAGERY END USER LICENSE AGREEMENT

1. Introduction. This End User License Agreement ("EULA") is between DigitalGlobe, Inc., a Delaware Corporation ("DigitalGlobe" or "Seller") and National Geospatial- Intelligence Agency ("NGA"), the purchaser of this EULA, which governs the use of the data products or documentation ("Products") accompanying this EULA in accordance with Contract NMA 301-03-3-0001 (the "Contract").
2. Applicability. This license applies to imagery and products licensed under the Contract, including data downlinked to domestic and foreign ground stations.
3. License Granted and Permitted Uses.



a. General Terms

1. This clause applies to all unprocessed sensor data and requirements-compliant processed imagery, imagery services, imagery-derived products and imagery support data licensed under this Contract. No other clauses related to intellectual property or data rights of any sort shall have any effect related to the unprocessed sensor data and requirements-compliant processed imagery, imagery services, imagery-derived products and imagery support data delivered under this Contract.
2. All license rights for use of the unprocessed sensor data and requirements-compliant processed imagery, imagery services, imagery-derived products and imagery support data provided to the U.S. Government purchased under this NGA contract are in perpetuity.
3. Licensed users may generate an unlimited number of hardcopies and softcopies of the unprocessed sensor data and requirements-compliant processed imagery, imagery services, imagery-derived products and imagery support data for their use.
4. (i) Licensed users may generate any derived product from the licensed unprocessed sensor data; and requirements-compliant processed imagery, imagery services, imagery-derived products and imagery support data. (ii) Unprocessed sensor data and requirements-compliant processed imagery, imagery services, imagery-derived products and imagery support data licensed under this NGA contract have no restrictions on use and distribution, but shall contain the copyright markings.

b. Licensed Users

1. The imagery may be used by the U.S. Government (including, all branches, departments, agencies, and offices).
2. The U.S. Government may provide the imagery to the following organizations: State Governments Local Governments Foreign Governments and inter-governmental organizations NGO's and other non-profit organization
3. In consideration for the flexibility afforded to the U.S. Government by allowing unprocessed sensor data and requirements-compliant processed imagery, imagery services, imagery-derived products and imagery support data to be shared, the United States Government shall use its reasonable best efforts to minimize the effects on commercial sales. Acquisition and dissemination of imagery and imagery products collected within the United States shall be restricted in accordance with law and regulation.

DigitalGlobe, Inc.
NextView EULA_5749 Rev 1.0
08/10/05